

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. 2013-043 NH Real Estate Commission v. Judith Sarafian & Constance P. Doto

Allegations: Judith Sarafian RSA 331-A:12-a

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Judith Sarafian ("the Licensee" or "the Respondent Sarafian"), a real estate salesperson currently licensed by the Commission until January 2, 2014, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Respondent Sarafian's NH real estate salesperson license went inactive on November 29, 2012 when it was sent to the Commission by Respondent Sarafian's previous principal broker Blaise Coco. Respondent Sarafian intended to work for Constance Doto but the request from the new principal broker Constance Doto for Respondent Sarafian's NH real estate salesperson license and \$20 amendment fee was not received by the Commission. This came to the attention of Constance Doto when

Respondent Sarafian was in the process of renewing her NH real estate salesperson license and Constance Doto realized she did not have Respondent Sarafian's NH real estate salesperson license. Respondent Sarafian's NH real estate salesperson license was activated under Constance Doto on October 15, 2013. Respondent Sarafian had three New Hampshire transactions (MLS # 4218125, 4227269, 4183761) under Connie Doto Realty Group during the time that her NH real estate salesperson license was inactive. Constance Doto is the principal broker of Connie Doto Realty Group, Inc. located in Methuen, Massachusetts.

Respondent's reply to the complaint indicated that it was an oversight when they were transferring both the Massachusetts and New Hampshire licenses, the NH license was delayed because the Commission had not received the wall license from the previous broker and while they were waiting for that to occur the NH amendment form and \$20 fee was not sent to the Commission. They have implemented a computerized tracking system to make sure nothing like this happens again.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of two-hundred and fifty dollars (\$250) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within ninety (90)

days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement by Respondent will result in the suspension of Respondent's real estate license until the fine is paid.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
7. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made

to the Commission during its review of this Agreement have prejudiced her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.

10. Respondent certifies that she has read this document titled Settlement Agreement.

Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her/his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Judith Sarafian, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.


Dated: 2-14, 2014

Judith Sarafian
Judith Sarafian
Respondent

On this 14th day of February A.D. 2014
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Deborah A. Iensee
Justice of the Peace/Notary Public

My commission expires:

 **DEBORAH A. ISENSEE**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 11, 2019

For the Commission

Dated: March 18, 2014

Beth A. Edes
Beth A. Edes
Executive Director
of the NH Real Estate Commission